319, 320, 107 N. Y. Supp. 621, 622. Under neither view has the practice been used for any purpose other than to procure the testimony or deposition of a witness otherwise unavailable. See WEEKS ON DEPOSITIONS, § 128. And the execution of letters rogatory rests entirely upon principles of comity. Under the theory of our law a personal judgment against a non-resident is a nullity without personal service of process. *Pennoyer* v. *Neff*, 95 U. S. 714. And service out of the jurisdiction, even though accepted, is not sufficient. *Scott* v. *Noble*, 72 Pa. St. 115. Accordingly, in the principal case, if service of process were necessary to give the Mexican court jurisdiction, the federal court was clearly correct in refusing to aid in effecting a result contrary to the policy of our legal system. *Emery* v. *Burbank*, 163 Mass. 326. If the purpose were merely the protection of the defendant, this result is accomplished without danger of prejudice by giving him informal notice of receipt of the request. The same conclusion was reached by the New York courts in a similar case. *Matter of Romero*, *supra*.

CORPORATIONS — STOCKHOLDERS: POWERS OF MAJORITY — EXPULSION OF COMPETING SHAREHOLDERS BY AMENDING BY-LAWS. — Section 13 of the Companies Act of 1908 (8 EDW. VII, c. 69) permits a company to introduce into its altered articles anything that might have been included in its general articles. A company in pursuance of this power *bona fide* passed an amendment which provided that the directors could require any shareholder who competed with the company's business to transfer his shares to nominees of the directors. The plaintiffs, minority shareholders, carried on a competing business, and a declaration is sought by them that the alteration was invalid as against them. *Held*, that the alteration is valid. *Sidebottom* v. *Kershaw Leese & Co., Ltd.*, [1920] 1 Ch. 154.

Where a contract with a member of a corporation either expressly or impliedly is made subject to future by-laws as well as to those already existing, a later amendment becomes a binding portion of the contract. *Fullenwider* v. *Sup. Council R. L.*, 180 Ill. 621, 54 N. E. 485; *Stohr* v. *San Francisco M. F.*, 82 Cal. 57, 22 Pac. 1125; *Allen* v. *Gold Reefs of West Africa*, [1900] 1 Ch. 656. Not every alteration, however, will be sustained; the power of change must not be exercised unreasonably. 1 MACHEN, CORPORATIONS, § 702; BOISOT, BY-LAWS, § 123. Thus by-laws which impair vested rights have been held invalid in the United States, though precisely what constitutes a vested right is the subject of much confusion. *Supreme Council A. L. H.* v. *Champe*, 127 Fed. 541; *Weber* v. *Supreme Tent K. M. W.*, 172 N. Y. 490, 65 N. E. 258. But see *Andrews* v. *Gold Meter Co.*, [1897] 1 Ch. 361. Restraints on the alienation of stock have uniformly been held invalid. *McNulta* v. *Corn Belt Bank*, 164 Ill. 427, 45 N. E. 954; *Bloede Co.* v. *Bloede*, 84 Md. 129, 34 Atl. 1127. And so with restrictions on the right of members to sue the corporation. *Insurance Co.* v. *Morse*, 20 Wall. (U. S.) 445; *MacMahon* v. *Sup. Tent, K. M. W.*, 151 Mo. 522, 52 S. W. 384; *Hope* v. *International Fin. Soc.*, 4 Ch. D. 327. A by-law which constitutes an unreasonable restraint of trade is also void. *Ipswich Tailors Case*, 11 Coke, 53 *a*; *Inter-Ocean Pub. Co.* v. *Associated Press*, 184 Ill. 438, 56 N. E. 822. The English courts give far wider scope to the corporate power of change than do the American courts, possibly because of the broad, inclusive language contained in Section 13 of the Companies Act. See 1 MACHEN, CORPORATIONS, § 721. It was not difficult, therefore, for the court to sustain the altered article in the principal case since it was intended as a reasonable protection of corporate interests and would undoubtedly have been sustained even in the United States.

CORPORATIONS — STOCKHOLDERS: RIGHT TO SHARE IN CORPORATE ASSETS — TRANSFEREE OF STOCK FROM A WRONGFUL STOCKHOLDER. — A stockholder